

# **EXHIBIT 47**

to the Declaration of  
Dean M. Harvey in Support of  
Plaintiffs' Opposition Briefs

**REDACTED VERSION**

## MASTER SOFTWARE LOAN AGREEMENT

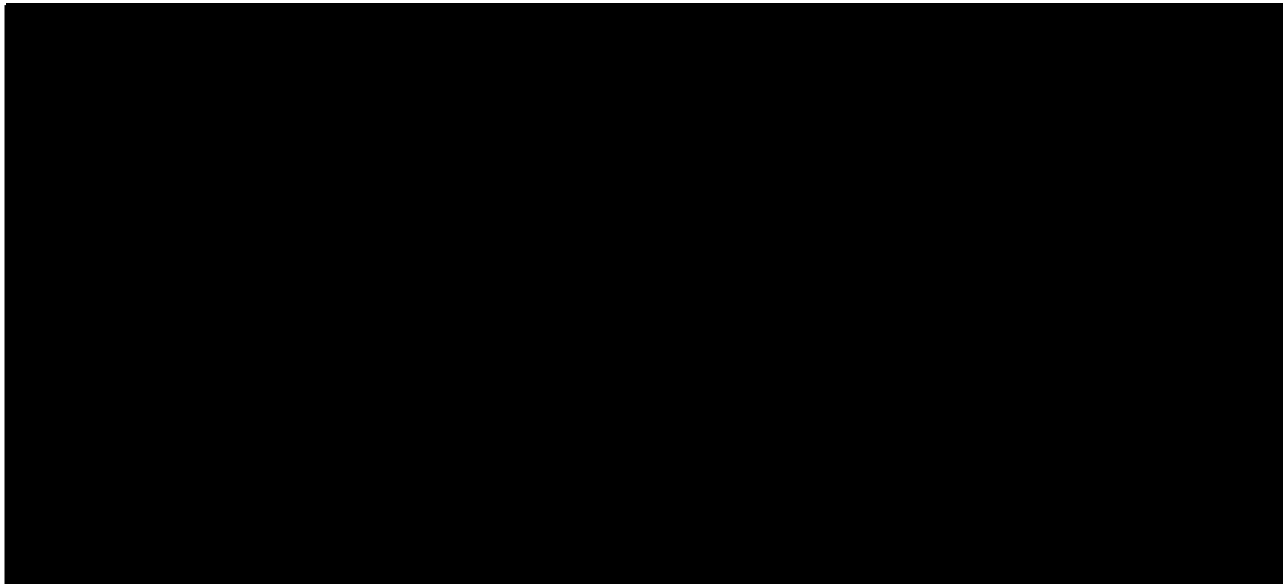
This Master Software Loan Agreement (the "Agreement") is entered into as of the date last signed below ("Effective Date") and is between ADOBE SYSTEMS INCORPORATED, a Delaware corporation located at 345 Park Avenue, San Jose, California 95110 (hereinafter "Adobe") and Apple Computer, a California corporation (hereinafter, "Licensee"), having its principal location at 1 Infinite Loop, Cupertino, California.

### RECITALS

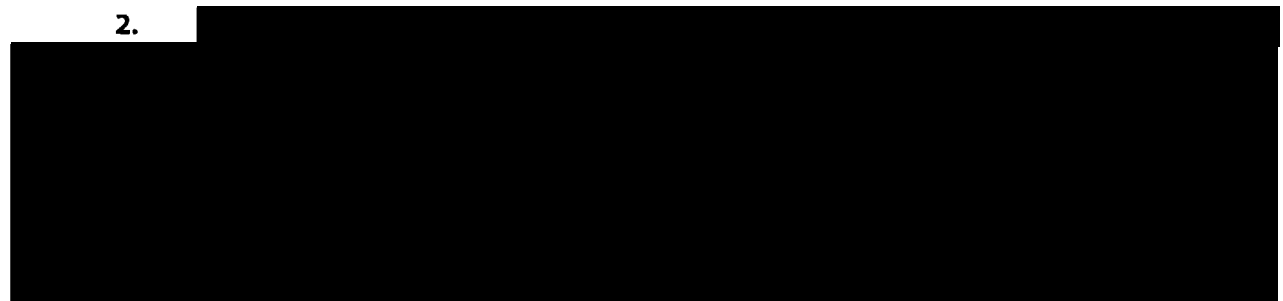
1. Adobe is in the business of developing and distributing software application products.
2. Licensee is in a business that would benefit from using Adobe's products in certain events.
3. Licensee desires to obtain a license from Adobe to allow Licensee to execute certain Adobe software at a Licensee event and Adobe is willing to grant such license.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. DEFINITIONS.



#### 2.



[REDACTED]

3.

[REDACTED]

4.

[REDACTED]

5.

[REDACTED]

6.

[REDACTED]

7.

[REDACTED]

8.

[REDACTED]

9.

[REDACTED]

10.

[REDACTED]

**11. GENERAL.**

**11.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. Any waiver or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties.

**11.2 Assignment.** Licensee may not assign this Agreement or sublicense.

**11.3 No Agency.** This Agreement shall not be construed as creating an agency, partnership or any other form of legal association between the parties.

**11.4 Severability.** In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objective of such provision within the limits of applicable law or applicable court decisions.

**11.5 Governing Law.** This Agreement shall be governed by the laws of the State of California and the laws of the United States of America. All disputes arising under this Agreement may be brought in the Superior Court of the State of California in Santa Clara County or the Federal District Court of San Jose as permitted by law. The Superior Court of Santa Clara and the Federal District Court of San Jose shall together have non-exclusive jurisdiction over disputes under this Agreement. Licensee consents to personal jurisdiction of the above courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives.

Adobe:

ADOBE SYSTEMS INCORPORATED

By: R.O. HYERSIDGE

Print Name: R.O. Hyersidge

Title: DIRECTOR ACROBAT MARKETING

Date: 01/07/05

Licensee:

Apple Computer

By: C. Wyatt

Print Name: C. WYATT

Title: DIRECTOR

Date: 01/07/05

**EXHIBIT A**

SCHEDULE # \_\_\_\_\_  
 under Master Software Loan Agreement  
 between Adobe Systems Incorporated and Apple Computer  
 dated 1/4/2005

**Event****List of Licensed Software**

Adobe Software (include version number)	Pre-Release Software? (Yes or No)	Number of Copies	Serial Number

**List of Trademarks**

Adobe Trademark	Intended Use(s)

**Adobe:**

ADOBE SYSTEMS INCORPORATED

By: 

Print

Name: R. O. HIVERSIDETitle: DIRECTOR ADOBE MARKETINGDate: 01/07/05**Licensee:**

Apple Computer

By: 

Print

Name: C. WYATTTitle: DIRECTORDate: 01/07/05